

**FEMA**

Mission Support Bureau
Office of the Chief Procurement Officer
Acquisitions Operations Division

**COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS
GENERAL INFORMATION**

Document Type: Combined Solicitation/Synopsis
Solicitation Number: HSFE06-17-R-0003
Posted Date: Tuesday, 29 December 2016
Deadline for Questions: Monday, 5 December 2016 @ 12 Noon, CST
Proposal Due Date: Friday, 9 December 2016 @ 1400, CST
Classification Code: Z1FA – Maintenance of Family Housing Facilities
Set Asides: Local, Total Small Business
NAICS Code: 561210 – Facilities Support Services

Contracting Office Address

DHS/ FEMA

Region VI – DR-4277-Louisiana Severe Storms and Flooding
415 N. 15th Street
Baton Rouge, LA 70802

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SECTION B – PRICE /COST SCHEDULE

Base Period = 6 months

CLIN	Description	SOW Page Number	Unit Issue	Est Qty	Unit Price	CLIN Type	Total	Comments
0001	TRANSITION PERIOD (CONTRACTOR ACCEPTANCE of UNITS) - Will coincide with the first monthly PMI. All parts, equipment, supplies, and labor to posture each MHU in order to meet the Habitability Government Contract Standard. (Firm Fixed Price) . This will be done between the Releasing and Incoming Contractor	4	EACH	2,000	\$ -	FFP	\$0.00	\$ -
0002	DEACTIVATION OF MHU- All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	12	EACH	250	\$ -	FFP	\$0.00	\$ -
0002AA	TANK PUMP SYSTEM (TPS) DEACTIVATION. Fire Sprinkler system to be deactivated only from UFAS MHUs	Attachment to Solicitation	EACH	10	\$ -	FFP	\$0.00	\$ -
0003	EMERGENCY DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	14	EACH	35	\$ -	FFP	\$0.00	\$ -
0004	MILEAGE OVER 150 MILES - MHU's (covers deactivation, installations, re-installations, and relocations)	20	MILES	50,000	\$ -	FFP	\$0.00	\$ -
0005	MISCELLANEOUS - items that do not fit under any other CLIN. COR approval up to \$3,000, anything above must be approved by the Contracting Officer. \$220,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	11	TBD			FFP / COR Approval	\$220,000.00	A Not to Exceed amount of \$220,000 will be added to this CLIN for consistency in evaluating cost proposals. DO NOT CHANGE ANYTHING
0006	HAULING & INSTALLATION - All parts, equipment, supplies, and labor to haul and install the assigned MHU's.	17	EACH	100	\$ -	FFP	\$0.00	\$ -
006AA	TANK PUMP SYSTEM (TPS) INSTALLATION. Fire Sprinkler system to be installed only with UFAS MHUs	Attachment to Solicitation	EACH	25	\$ -	FFP	\$0.00	\$ -
0007	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned MHU's.	14	EACH	100	\$ -	FFP	\$0.00	\$ -
0008	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned MHU's.	14	EACH	10	\$ -	FFP	\$0.00	\$ -
0009	PREVENTATIVE/MONTHLY/ROUTINE MAINTENANCE INSPECTION (PMI) - Inspect MHUs & provide repairs under \$250 (including change filters) monthly. All parts, equipment, supplies, and labor to maintain the assigned MHU's.	6	EACH (per unit, per month)	12,000	\$ -	FFP	\$0.00	\$ -
0010	EMERGENCY MAINTENANCE - Perform all emergency maintenance as approved per contract. All parts, equipment, supplies, and labor to maintain the assigned MHU's. \$50,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	9	EACH			FFP / COR Approval	\$50,000.00	A Not to Exceed amount of \$50,000 will be added to this CLIN for consistency in evaluating cost proposals DO NOT CHANGE ANYTHING
0011	HEAVY TOW	15	EACH	100	\$ -	FFP	\$0.00	\$ -
0012	MAINTENANCE CALL CENTER	11	DAYS	365	\$ -	FFP	\$0.00	\$ -
0013	UNIT REFURBISH	22	EACH	25	\$ -	FFP	\$0.00	\$ -
0014	CLEAN & MAKE READY	14	EACH	100	\$ -	FFP	\$0.00	\$ -
0015	PLATFORMSTEPS	22	EACH	100	\$ -	FFP	\$0.00	\$ -
0016	UFAS RAMP UP TO 30'	22	EACH	50	\$ -	FFP	\$0.00	\$ -
0017	UFAS RAMP OVER 30'	22	LF	10	\$ -	FFP	\$0.00	\$ -
0018	LAWN SERVICES	22	EACH	500	\$ -	FFP	\$0.00	\$ -
TOTAL							\$0.00	

SECTION B – PRICE /COST SCHEDULE

Option Period 1 = 6 months

CLIN	Description	SOW Page Number	Unit Issue	Est Qty	Unit Price	CLIN Type	Total	Comments
1001	TRANSITION PERIOD (CONTRACTOR ACCEPTANCE of UNITS) - Will coincide with the first monthly PML. All parts, equipment, supplies, and labor to posture each MHU in order to meet the Habitability Government Contract Standard. (Firm Fixed Price) . This will be done between the Releasing and Incoming Contractor	4	EACH	0	\$ -	FFP	\$0.00	\$ -
1002	DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	12	EACH	500	\$ -	FFP	\$0.00	\$ -
1002AA	TANK PUMP SYSTEM (TPS) DEACTIVATION. Fire Sprinkler system to be deactivated only from UFAS MHUs	Attachment to Solicitation	EACH	10	\$ -	FFP	\$0.00	\$ -
1003	EMERGENCY DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	14	EACH	35	\$ -	FFP	\$0.00	\$ -
1004	MILEAGE OVER 150 MILES - MHU's (covers deactivation, installations, re-installations, and relocations)	20	MILES	50,000	\$ -	FFP	\$0.00	\$ -
1005	MISCELLANEOUS - items that do not fit under any other CLIN. COR approval up to \$3,000, anything above must be approved by the Contracting Officer. \$220,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	11				FFP / COR Approval	\$220,000.00	A Not to Exceed amount of \$220,000 will be added to this CLIN for consistency in evaluating cost proposals. DO NOT CHANGE ANYTHING
1006	HAULING & INSTALLATION - All parts, equipment, supplies, and labor to haul and install the assigned MHU's.	17	EACH	5	\$ -	FFP	\$0.00	\$ -
1006AA	TANK PUMP SYSTEM (TPS) INSTALLATION. Fire Sprinkler system to be installed only with UFAS MHUs	Attachment to Solicitation	EACH	25	\$ -	FFP	\$0.00	\$ -
1007	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned MHU's.	14	EACH	10	\$ -	FFP	\$0.00	\$ -
1008	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned MHU's.	14	EACH	50	\$ -	FFP	\$0.00	\$ -
1009	PREVENTATIVE/MONTHLY MAINTENANCE INSPECTION (PMI) - Inspect MHUs & provide repairs under \$250 (including change filters) monthly. All parts, equipment, supplies, and labor to maintain the assigned MHU's.	6	EACH	9,000	\$ -	FFP	\$0.00	\$ -
1010	EMERGENCY MAINTENANCE - Perform all emergency maintenance as approved per contract. All parts, equipment, supplies, and labor to maintain the assigned MHU's. \$50,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	9	EACH			FFP / COR Approval	\$50,000.00	A Not to Exceed amount of \$50,000 will be added to this CLIN for consistency in evaluating cost proposals DO NOT CHANGE ANYTHING
1011	HEAVY TOW	22	EACH	10	\$ -	FFP	\$0.00	\$ -
1012	MAINTENANCE CALL CENTER	11	DAYS	365	\$ -	FFP	\$0.00	\$ -
1013	UNIT REFURBISH	22	EACH	25	\$ -	FFP	\$0.00	\$ -
1014	CLEAN & MAKE READY	14	EACH	100	\$ -	FFP	\$0.00	\$ -
1015	PLATFORM STEPS	22	EACH	100	\$ -	FFP	\$0.00	\$ -
1016	UFAS RAMP UP TO 30'	22	EACH	50	\$ -	FFP	\$0.00	\$ -
1017	UFAS RAMP OVER 30'	22	LF	10	\$ -	FFP	\$0.00	\$ -
1018	LAWN SERVICES	22	EACH	500	\$ -	FFP	\$0.00	\$ -
			TOTAL				\$0.00	

SECTION B – PRICE /COST SCHEDULE

Option Period 2 = 6 months

CLIN	Description	SOW Page Number	Unit Issue	Est Qty	Unit Price	CLIN Type	Total	Comments
2001	TRANSITION PERIOD (CONTRACTOR ACCEPTANCE of UNITS) - Will coincide with the first monthly PML. All parts, equipment, supplies, and labor to posture each MHU in order to meet the Habitability Government Contract Standard. (Firm Fixed Price) . This will be done between the Releasing and Incoming Contractor	4	EACH	0	\$ -	FFP	\$0.00	\$ -
2002	DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	12	EACH	500	\$ -	FFP	\$0.00	\$ -
2002AA	TANK PUMP SYSTEM (TPS) DEACTIVATION. Fire Sprinkler system to be deactivated only from UFAS MHUs	Attachment to Solicitation	EACH	10	\$ -	FFP	\$0.00	\$ -
2003	EMERGENCY DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	14	EACH	35	\$ -	FFP	\$0.00	\$ -
2004	MILEAGE OVER 150 MILES - MHU's (covers deactivation, installations, re-installations, and relocations)	20	MILES	50,000	\$ -	FFP	\$0.00	\$ -
2005	MISCELLANEOUS - items that do not fit under any other CLIN. COR approval up to \$3,000, anything above must be approved by the Contracting Officer. \$220,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	11				FFP / COR Approval	\$220,000.00	A Not to Exceed amount of \$220,000 will be added to this CLIN for consistency in evaluating cost proposals. DO NOT CHANGE ANYTHING
2006	HAULING & INSTALLATION - All parts, equipment, supplies, and labor to haul and install the assigned MHU's.	17	EACH	5	\$ -	FFP	\$0.00	\$ -
2006AA	TANK PUMP SYSTEM (TPS) INSTALLATION. Fire Sprinkler system to be installed only with UFAS MHUs	Attachment to Solicitation	EACH	25	\$ -	FFP	\$0.00	\$ -
2007	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned MHU's.	14	EACH	10	\$ -	FFP	\$0.00	\$ -
2008	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned MHU's.	14	EACH	50	\$ -	FFP	\$0.00	\$ -
2009	PREVENTATIVE/MONTHLY MAINTENANCE INSPECTION (PMI) - Inspect MHUs & provide repairs under \$250 (including change filters) monthly. All parts, equipment, supplies, and labor to maintain the assigned MHU's.	6	EACH	6,000	\$ -	FFP	\$0.00	\$ -
2010	EMERGENCY MAINTENANCE - Perform all emergency maintenance as approved per contract. All parts, equipment, supplies, and labor to maintain the assigned MHU's. \$50,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	9	EACH			FFP / COR Approval	\$50,000.00	A Not to Exceed amount of \$50,000 will be added to this CLIN for consistency in evaluating cost proposals. DO NOT CHANGE ANYTHING
2011	HEAVY TOW	22	EACH	10	\$ -	FFP	\$0.00	\$ -
2012	MAINTENANCE CALL CENTER	11	DAYS	365	\$ -	FFP	\$0.00	\$ -
2013	UNIT REFURBISH	22	EACH	25	\$ -	FFP	\$0.00	\$ -
2014	CLEAN & MAKE READY	14	EACH	100	\$ -	FFP	\$0.00	\$ -
2015	PLATFORM STEPS	22	EACH	100	\$ -	FFP	\$0.00	\$ -
2016	UFAS RAMP UP TO 30'	22	EACH	50	\$ -	FFP	\$0.00	\$ -
2017	UFAS RAMP OVER 30'	22	LF	10	\$ -	FFP	\$0.00	\$ -
2018	LAWN SERVICES	22	EACH	500	\$ -	FFP	\$0.00	\$ -
				TOTAL		\$0.00		

SECTION B – PRICE /COST SCHEDULE

Option Period 3 = 6 months

CLIN	Description	SOW Page Number	Unit Issue	Est Qty	Unit Price	CLIN Type	Total	Comments
3001	TRANSITION PERIOD (CONTRACTOR ACCEPTANCE of UNITS) - Will coincide with the first monthly PML. All parts, equipment, supplies, and labor to posture each MHU in order to meet the Habitability Government Contract Standard. (Firm Fixed Price) . This will be done between the Releasing and Incoming Contractor	4	EACH	0	\$ -	FFP	\$0.00	\$ -
3002	DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	12	EACH	500	\$ -	FFP	\$0.00	\$ -
3002AA	TANK PUMP SYSTEM (TPS) DEACTIVATION. Fire Sprinkler system to be deactivated only from UFAS MHUs	Attachment to Solicitation	EACH	10	\$ -	FFP	\$0.00	\$ -
3003	EMERGENCY DEACTIVATION - All parts, equipment, supplies, and labor to deactivate the assigned MHU's.	14	EACH	35	\$ -	FFP	\$0.00	\$ -
3004	MILEAGE OVER 150 MILES - MHU's (covers deactivation, installations, re-installations, and relocations)	20	MILES	50,000	\$ -	FFP	\$0.00	\$ -
3005	MISCELLANEOUS - items that do not fit under any other CLIN. COR approval up to \$3,000, anything above must be approved by the Contracting Officer. \$220,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	11				FFP / COR Approval	\$220,000.00	A Not to Exceed amount of \$220,000 will be added to this CLIN for consistency in evaluating cost proposals. DO NOT CHANGE ANYTHING
3006	HAULING & INSTALLATION - All parts, equipment, supplies, and labor to haul and install the assigned MHU's.	17	EACH	5	\$ -	FFP	\$0.00	\$ -
3006AA	TANK PUMP SYSTEM (TPS) INSTALLATION. Fire Sprinkler system to be installed only with UFAS MHUs	Attachment to Solicitation	EACH	25	\$ -	FFP	\$0.00	\$ -
3007	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned MHU's.	14	EACH	10	\$ -	FFP	\$0.00	\$ -
3008	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned MHU's.	14	EACH	50	\$ -	FFP	\$0.00	\$ -
3009	PREVENTATIVE/MONTHLY MAINTENANCE INSPECTION (PMI) - Inspect MHUs & provide repairs under \$250 (including change filters) monthly. All parts, equipment, supplies, and labor to maintain the assigned MHU's.	6	EACH	3,000	\$ -	FFP	\$0.00	\$ -
3010	EMERGENCY MAINTENANCE - Perform all emergency maintenance as approved per contract. All parts, equipment, supplies, and labor to maintain the assigned MHU's. \$50,000.00 will be estimated for this CLIN. DO NOT CHANGE ANYTHING	9	EACH			FFP / COR Approval	\$50,000.00	A Not to Exceed amount of \$50,000 will be added to this CLIN for consistency in evaluating cost proposals DO NOT CHANGE ANYTHING
3011	HEAVY TOW	22	EACH	10	\$ -	FFP	\$0.00	\$ -
3012	MAINTENANCE CALL CENTER	11	DAYS	365	\$ -	FFP	\$0.00	\$ -
3013	UNIT REFURBISH	22	EACH	25	\$ -	FFP	\$0.00	\$ -
3014	CLEAN & MAKE READY	14	EACH	100	\$ -	FFP	\$0.00	\$ -
3015	PLATFORM STEPS	22	EACH	100	\$ -	FFP	\$0.00	\$ -
3016	UFAS RAMP UP TO 30'	22	EACH	50	\$ -	FFP	\$0.00	\$ -
3017	UFAS RAMP OVER 30'	22	LF	10	\$ -	FFP	\$0.00	\$ -
3018	LAWN SERVICES	22	EACH	500	\$ -	FFP	\$0.00	\$ -
			TOTAL				\$0.00	

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this address: www.acquisition.gov

52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF	JAN 2011
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS CONTRACTOR PERSONNEL	DEC 2014
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.217-6	OPTION FOR INCREASED QUANTITY	MAR 1989
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-49	SERVICE CONTRACT LABOR STANDARDS--PLACE	MAY 2014
52.223-5	POLLUTION PREVENTION AND RIGHT --TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1	PRIVACY ACT	APR 1984
52.224-2	PRIVACY ACT NOTIFICATION	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-13	ACCESSORIAL SERVICES - MOVING CONTRACTS	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

C.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of a FEMA Warranted Contracting Officer and shall not be binding until so approved.

C.3 52.211-11 -- LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$150 per MHU per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

C.4 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2016)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b)) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☒ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d) (4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Oct 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a) (14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).

- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a) (2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3) (A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- X (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

- ___(ii) Alternate I (Jun 2014) of 52.223-16.
 - X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
 - X (43) 25.223-20, Aerosols (Jun 2016) (E.O. 13693).
 - ___(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
 - X (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
 - ___(46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___(ii) Alternate I (May 2014) of 52.225-3.
 - ___(iii) Alternate II (May 2014) of 52.225-3.
 - ___(iv) Alternate III (May 2014) of 52.225-3.
 - ___(47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - ___(48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___(49) 52.225-26, Contractors Performing Private Security Functions outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - X (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - X (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
 - ___(53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - X (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___(55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___(56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - ___(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ___(58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - ___(ii) Alternate I (Apr 2003) of 52.247-64.
- (c)) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ___(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
 - ___(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
 - ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
 - ___ (8) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
 - ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
 - ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p) (1)).
- (d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

- subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) .222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi)) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii)) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (ix) .222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x)) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - (xii)) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiii)) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiv) .222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xv) .222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvi) .225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) ii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) ii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 2 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 2 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

C.6 52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does [], does not [], hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

C.7 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

[] 3052.209-72 Organizational Conflicts of Interest.

[] 3052.216-70 Evaluation of Offers Subject to an Economic Price Adjustment Clause.

[] 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

[X] 3052.203-70 Instructions for Contractor Disclosure of `Violations.

[] 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

[X] 3052.204-71 Contractor Employee Access.

[] Alternate Me

[X] 3052.205-70 Advertisement, Publicizing Awards, and Releases.

[] 3052.209-73 Limitation on Future Contracting.

[X] 3052.215-70 Key Personnel or Facilities.

[] 3052.216-71 Determination of Award Fee.

[] 3052.216-72 Performance Evaluation Plan.

[] 3052.216-73 Distribution of Award Fee.

- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)
- ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- ☐ 3052.217-100 Guarantee. (USCG)
- ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
- ☒ 3052.219-71 DHS Mentor Protégé Program.
- ☐ 3052.228-70 Insurance.
- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ☐ 3052.228-93 Risk and Indemnities. (USCG)
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate Me
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☒ 3052.247-72 F.o.B. Destination Only.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- Attachment 1: Statement of Work
- Attachment 2: Darley TPS Manual.pdf
- Attachment 3: Past Performance Questionnaire
- Attachment 4: Inspection and Acceptance
- Attachment 5: Department of Labor Wage Determination for the State of Louisiana (by parish)

SECTION E - SOLICITATION PROVISIONS

E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.acquisition.gov

52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED	NOV 2015
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	OCT
2016		
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1)) The total value of all current, active contracts and grants, including all priced options; and
- (2)) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b)) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A)) The payment of a monetary fine or penalty of \$5,000 or more; or

(B)) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c) (1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d)) The offeror shall post the information in paragraphs (c) (1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

Description of the Effort

The Contractor shall furnish all management, supervision, personnel, equipment, materials, transportation, and supplies necessary to perform services as defined by this Statement of Work for the Federal Emergency Management Agency (FEMA). FEMA requests Maintenance of Manufactured Housing Units (MHUs) to account for as many as 2,000 total units. FEMA is authorized to provide disaster assistance to individuals and households for emergencies, major disasters, and Incidents of National Significance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended. Per that authorization, the Statement of Work applies to the parishes in the Federal Emergency Declaration that includes Individual Assistance under FEMA-DR-4277-LA.

Place of Performance

The approved parishes within the Louisiana area are: East Baton Rouge, Livingston, St. Helena, Tangipahoa, Arcadia, Ascension, East Feliciana, Iberia, Lafayette, Point Coupee, St. Landry, Vermilion, Avoyelles, Evangeline, Iberville, Jefferson Davis, St Martin, St Tammany, Washington, and West Feliciana. FEMA reserves the right to include multiple contractors which may be located in specific zones (i.e. parishes or zip codes, etc.) depending on the number of units to be set in the disaster. The current center point of operations is at the FEMA/Joint Field Office which is located at 415 N. 15th Street, Baton Rouge, LA 70802. The staging yard center point of operations is located at 2695 Sherwood Forest Blvd., Baton Rouge, LA 70814, which will be the reporting office is new haul and installs are needed for an MHU.

Evaluation

The Government will award two Firm-Fixed Price contracts resulting from this solicitation to the offerors whose proposal conforming to the solicitation will be most advantageous to the

Government, price and other factors considered. The acquisition and source selection are being conducted in accordance with the procedures of Federal Acquisition Regulation (FAR) Part 12 and 15. The acquisition will be a Best Value Trade-off. Proposals will be evaluated and ranked using the non-price factors. A rating of "Unacceptable" in any of the below technical factors or sub-factors will render the entire proposal technically unacceptable and, therefore, not eligible for award. The following factors will be used to evaluation offers:

Factor 1 – Technical Approach

Sub-Factor 1a – Phase In-plan

Sub-Factor 1b – Quality Control Plan

Factor 2 – Past Performance

Factor 3 – Company Experience

Factor 4 – Price/Cost Proposal

Order of Importance – Technical Approach, Past Performance and Company Experience are of equal importance and when combined are more important than Price.

Volume I:

Section I - 5 page limit

Factor 1: TECHNICAL APPROACH:

Sub-Factor 1a: Phase-In Plan

The offeror shall provide a draft Phase-In Plan that addresses how they plan to prepare to assume the maintenance and deactivation requirement from the current contractor. This will include obtaining information/documentation on the occupants who are currently living in the housing units such as their address and contact information, what work has been performed to date, as well as any work that needs to be completed before they are transferred to the new contractor. The phase-in plan shall include a timeline with dates and key tasks to be performed and what steps will be taken during that time to achieve phase-in and assume regular maintenance and deactivation requirements (i.e. finalizing subcontracts, if applicable; hiring new staff if necessary; training staff on the contract requirements; setting up a service call center finalizing internal standard operating procedures to be used in performing the contract requirements, finalize draft plans, etc.). The phase-in plan will be evaluated based on the offeror's ability to demonstrate their techniques and strategies for quickly ramping up (per the SOW) with equipment, sub-contractor(s), and management team(s) while simultaneously assuming the responsibilities of the Statement of Work. The Government will allow five days to ramp up.

Section II - 15 page limit

Sub-Factor 1b: Quality Control Plan

The offeror shall address their Quality Control Plan (QCP) to be used in the performance of the contract. Specifically, they shall address the quality control methods to be used and if they have used them successfully in other work performed. The Offeror shall address their Operations Plan. This plan will detail how the offeror plans to manage to work (i.e. how work will be staffed, how work will be accepted/issued, what procedures will be followed to ensure work is being performed in a timely manner and of high quality, what corrective

action of measures will be taken when work is not performed in accordance with contract terms and conditions/QC plan, etc.). The QCP will be evaluated based on how the offeror plans to manage workload and staffing. In addition, the offeror will be evaluated on how well they address their plans for providing oversight of their operations and the development of their quality control measures.

Section III - 5 page limit (does not include PPQs)

Factor 2: Past Performance

The offeror shall submit at least three (3) Past Performance Questionnaires (PPQs) supporting the projects listed under Factor 3, Company Experience. The Past Performance Questionnaires, once completed by the references shall be returned to the Contracting Officer via email. PPQs for sub-contractors may be submitted. It is the offerors responsibility to ensure that all PPQs are received from evaluators in a timely manner to ensure they are submitted as a complete proposal package. The past performance evaluation will assess the Offeror's record of how well the Offeror did on work for government and private sector clients, resilience in the face of trouble, resourcefulness, management determination to see that the organization lived up to commitments or standards, and skill in the development of a responsive team are indicators of past performance.

The degree to which the Offerors supply examples of accomplishments to indicate an ability to implement the proposed methods and techniques for solving problems will be assessed. The quality of the Offeror's past performance will be evaluated based on comparison of Past Performance Questionnaires with information the government obtains through reference checks, its own knowledge/experience, and/or from other source.

The past performance evaluation will assess the Offeror's record of how well the Offeror did on relevant and recent work for government and private sector clients. This evaluation will include assessments of the Offeror's resilience in the face of trouble, resourcefulness, and management determination to see that the organization lived up to commitments or standards. The government reserves the right to conduct telephone interviews to validate information provided in the past performance questionnaires and to obtain additional information from other internal and external sources, if known. The government will also check records in the Past Performance Information Retrieval System (PPIRS).

Section IV - 10 page limit (does not include PPQs)

Factor 3: Company Experience

The experience of the Offeror and of proposed subcontractors and/or partners intended to occupy a major role will be considered in evaluation and selection. The government will evaluate each Offeror's corporate experience in providing services, which are of similar nature to the work to be performed under the requirement described in this solicitation. Specifically, jobs that are of similar scope, complexity, contract type, and period of performance, in relation to the requirements of this solicitation are of particular interest to the government. The offeror shall describe its experience on similar and/or relevant projects and endeavors. The offeror shall provide the information listed below for prime contracts or subcontracts under which it performed work similar in nature and complexity to the subject

requirement. This information may include the experience of predecessor companies, major subcontractor, or proposed key personnel:

- a. Contracting Agency (Company), address and phone number
- b. Contract number and type of contract
- c. Date of contract, period of performance, and place of performance
- d. Address and phone number of contracting and technical officers
- e. Size of contract (average number full time full time equivalents provided per year) and dollar value
- f. Brief description of contract work and responsibilities
- g. Applicability of subcontracting plans
- h. Indicate comparability of each project to the immediate one. It is not sufficient to merely state that a project is comparable in magnitude and scope. Rationale must be provided to convince the Government that a project is indeed similar.

The Government will consider the above information, as well as information obtained from any other sources, when evaluating the offeror's experience. The Government will not restrict its consideration to the information provided in the proposal and may consider any other available information. In determining the rating for experience the Government will give greater consideration to the experience which is most relevant to the solicitation. The evaluation of experience will focus on the relevance, complexity, and scope of the noted experience. The offeror will not be evaluated either favorably or unfavorably if it lacks relevant experience.

Volume II:

Section II

PRICE & BUSINESS PROPOSAL (no page limit)

Offerors shall complete the pricing schedules in Section B of this Solicitation. Offerors shall utilize the labor categories and quantities set forth in the price schedule. Do not change the government provided estimated number of units; simply complete the unit price and total estimated price by line item, and total price per option. The government will confirm calculations for accuracy.

- **CLINs 0005, 1005, 2005, and 3005 – no additional information needed; DO NOT CHANGE THE AMOUNT PROVIDED BY THE GOVERNMENT**

Options

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Evaluation Ratings:

The rating scheme shown below will be used for Technical Approach and Company Experience:

Rating	Definition
OUTSTANDING	The Evaluation Factor response is expected to contribute to the superior achievement of the objectives with minimal or no risk. An OUTSTANDING rating indicates that the submission contains significant strengths and no weaknesses.
GOOD	The Evaluation Factor response is expected to introduce minimal risk in achieving the objectives. A GOOD rating indicates that the submission contains strengths and few weaknesses.
ACCEPTABLE	The Evaluation Factor response is expected to introduce some risk in achieving the objectives. An ACCEPTABLE rating indicates that strengths offset weaknesses.
UNACCEPTABLE	The Evaluation Factor response is expected to introduce excessive risk making it highly unlikely that performance would meet the objectives. An UNACCEPTABLE rating indicates that the submission contains one or more deficiencies.

Ratings for Past Performance only:

PASS	The Offeror's past performance record indicates that the offeror likely will successfully provide services that meet or exceed the requirement.
NEUTRAL	The Offeror has no relevant past performance.
FAIL	The Offeror's past performance record provides substantial doubt that the Offeror will successfully provide the services required.

Content of Proposals

Pages shall be numbered. The typewritten or printed letters shall be no smaller than 12 point and no reduction is permitted except organization charts or other graphic illustrations; in those instances where reduction is allowable (no smaller than 10 point recommended). Offerors shall ensure that the print is easily readable. Each page shall have not less than one-inch margins on each side of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1' margin space. Each one-sided 8 and 1/2 by 11 inch "sheet" shall count as one page. Foldouts for complete spreadsheets and/or organization charts are permissible up to 11" by 17" and shall count as two pages. Each volume (Volume I and Volume II) shall be marked with following information:

- **Quotation number:** HSFE06-16-R-0003
- **Title:** Maintenance and Deactivation of Manufactured Housing Units (DR-4277-LA)
- Offeror's name.

Volume I:

- **Section I**
 - Factor 1: Technical Approach/sub-Factor 1a (see E.3 – Evaluation), 5 page limit
- **Section II**
 - Factor 1: Technical Approach/sub-Factor 1b (see E.3 – Evaluation), 15 page limit
- **Section III**
 - Past Performance (see E.3 – Evaluation), 5 Page limit
- **Section IV**
 - Company Experience (see E.3 – Evaluation), 10-Page limit

Volume II:

- **Section I**
 - Offeror Name/Contact Information, DUNS#, Cage Code, Company address (1-page)
 - *Completed* Representations and Certifications (see section E.4)
 - *Completed* Solicitation provisions for the following sections.
 - E.6 - 52.222-25 (Affirmative Action Compliance)
 - E.7 – 52.226-3 (Disaster or Emergency Area Representation)
- **Section II**
 - **Price/Cost Proposal**

Price/Cost Proposal from section B (Price/Cost Schedule). Offerors shall complete all of the pricing schedules in Section B of this Solicitation. Do not change the government provided estimated number of units; simply complete the unit price and total estimated price by line item, and the total price for the base and option period. The government will confirm calculations for accuracy.

Questions

Prior to submission of proposals, offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study of the RFP and by application of qualified knowledge and experience. If such a review establishes the need for correction or clarification of the RFP, such information should be brought to the attention of the Contracting Officer immediately, so that the matter can be resolved. All clarification questions regarding the solicitation must be submitted electronically to the Contracting Officer at sharon.edwards3@fema.dhs.gov. All questions are due to the contracting via email only (no phone calls) no later than **Monday, 5 December 2016, 12 NOON, CENTRAL STANDARD TIME (CST)**.

Questions should be prepared in the following format:

Date: _____ From: _____ (Name,
Company, and Phone Number of Offeror) To:
sharon.edwards3@fema.dhs.gov

	Offeror Question	RFP paragraph and page # that relates to Offeror's question:	Offeror recommended answer or solution (if any)
1			
2			
3			

Answers to Questions and Amendment to Solicitation:

An amendment to this solicitation will be issued on **Tuesday, 6 December 2016** to respond to questions received and any clarifications to the solicitation.

Proposal Delivery Instructions

FEMA will accept electronic submissions only. Technical and Price proposals must be submitted on two separate attachments via email to the Contracting Officer at sharon.edwards3@fema.dhs.gov.

Proposal Submission Deadline

All proposals must be submitted and received by the Contracting Officer no later than **Friday, 9 DECEMBER 2016, 2PM CST**

Alternate Proposal Information

Alternate proposals are not solicited, are not desired, and will not be evaluated.

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APRIL 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the

offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000- 9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that

is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2)) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2)) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances. “Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2)) The management and daily business operations of which are controlled by one or

more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1)) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM.gov website.

(2)) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1)) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4)) Small disadvantaged business concern. [Complete only if the offeror represented itself as a

small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern.

[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this

representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1)) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2)) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American— Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iv) he Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”: Canadian End Products:

Line Item No.:

--

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”: Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”: Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5)) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this

provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products. Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B)) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this

solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the

offeror is required to provide this information to the SAM database to be eligible for award.)

(1)) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2)) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3)) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for. ☐

TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government; ☐ Offeror is an agency or instrumentality of the Federal Government;

(4)) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt); ☐

Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local); ☐

Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent: ☐

Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1)) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3)) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1)) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction

under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2)) The Offeror represents that--

- (i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____ (or mark "Unknown").

Predecessor legal name: _____. (Do not use a "doing business as" name).

(End of
Provision)

E.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or,

in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2)) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2)) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1)) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 561210.

(2)) The small business size standard is \$38.5 Million.

(3)) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

- (1)) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5)) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance

with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

E.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

E.7 52.226-3 DISASTER OR EMERGENCY AREA REPRESENTATION (NOV 2007)

(a) Set-aside area. The area covered in this contract is: the disaster affected parishes within the state of Louisiana: East Baton Rouge, Livingston, St. Helena, Tangipahoa, Arcadia, Ascension, East Feliciana, Iberia, Lafayette, Point Coupee, St. Landry, Vermilion, Avoyelles, Evangeline, Iberville, Jefferson Davis, St Martin, St Tammany, Washington, and West Feliciana.

(b) Representations. The offeror represents that it [] does [] does not reside or primarily do business in the set-aside area.

(c) An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months--

(1)) The offeror had its main operating office in the area; and

(2)) That office generated at least half of the offeror's gross revenues and employed at least half of the offeror's permanent employees.

(d) If the offeror does not meet the criteria in paragraph (c) of this provision, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include--

- (1) Physical location(s) of the offeror's permanent office(s) and date any office in the set-aside area(s) was established;
 - (2) Current state licenses;
 - (3) Record of past work in the set-aside area(s) (e.g., how much and for how long);
 - (4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;
 - (5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;
 - (6) Number of permanent employees the offeror employs in the set-aside area;
 - (7) Membership in local and state organizations in the set-aside area; and
 - (8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.
- (e) If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

E.8 52.226-4 NOTICE OF DISASTER OR EMERGENCY SET-ASIDE (NOV 2007)

(a) Set-aside area. Offers are solicited only from businesses residing or primarily doing business in *the disaster affected parishes within the state of Louisiana: East Baton Rouge, Livingston, St. Helena, Tangipahoa, Arcadia, Ascension, East Feliciana, Iberia, Lafayette, Point Coupee, St. Landry, Vermilion, Avoyelles, Evangeline, Iberville, Jefferson Davis, St Martin, St Tammany, Washington, and West Feliciana*. Offers received from other businesses shall not be considered. This set-aside is in addition to any small business set-aside contained in this contract.

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

sharon.edwards3@fema.dhs.gov

Hand-Carried Address:

Federal Emergency Management
Agency DR-4277-LA Joint Field Office
Attn: Ms. Sharon Edwards, Contracting Officer
415 N. 15th Street
Baton Rouge, LA 70802

Mailing Address: Same as above

(b)) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

E.10 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

A. Preface

Prior to submission of an agency protest, all parties must use their best efforts to resolve

concerns raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute Resolution (ADR). ADR is an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address: 500 C Street SW, Washington, DC 20472. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency. These procedures have been designed to create an avenue for resolving third party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest. Pursuing an agency protest does not extend the time for obtaining a stay at GAO. These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

B. Definitions.

- (1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting Officer or the officer responsible for the resolution of all agency protests filed at the level above the Contracting Officer.
- (2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.
- (3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

C. Submission Guidelines.

- (1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

- a. Protests filed through the Contracting Officer or the Ombudsman must be mailed to
FEMA DR-4277-LA
Attn: Ms. Sharon Edwards, Contracting Officer
415 N. 15th
Baton Rouge, LA 70802

-OR-

OCPO
Attn: David Orris
Building D, Room 123
16825 South Seton Avenue

Emmitsburg, MD 21727

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

(2)) To be filed on a given day, protests and any subsequent appeals must be received by 4:30 PM, current-local time. Any protests received after that time will be considered to be filed on the next day.

(3) Protest submissions will not be considered filed until all of the following information is provided:

a. the protester's name, address, telephone number and fax number;

b. the solicitation or contract number;

c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;

d. copies of relevant documents;

e. a request for ruling by the agency;

f. a statement detailing the form of relief requested;

g. all information establishing that the protester is an interested party for the purposes of filing a protest; and

h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

(3) Protests filed through the Contracting Officer.

a. Within twenty (20) days after the protest is filed through the Contracting Officer, the Contracting Officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

b. Appeals

i. Protesters who filed protests through the Contracting Officer may, within five (5) days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.

ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX transmission or by "Certified Mail" (Return Receipt Requested).

iii. The Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within ten (10) days of receipt of the request for appellate review of the Contracting Officer's decision.

iv. In accordance with FAR 33.103(d) (4) and 4 C.F.R 21.2(a) (3), if there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within ten (10) days of knowledge of initial adverse agency action.

(4) Protests filed through the Ombudsman:

a. If the protester protests directly through the Ombudsman, the Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest was filed.

b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

E. Dismissal of Protests.

The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient).